

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: February 09, 2010



TIFFANY & BOSCO
P.A.

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

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Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

Mark S. Bosco
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09-32359/9000534428

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Evan McLennan Smith and Gina Louise Smith
Debtors.

Everhome Mortgage Company
Movant,

vs.

Evan McLennan Smith and Gina Louise Smith,
Debtors, Maureen Gaughan, Trustee.

Respondents.

No. 0:09-BK-21224-RJH

Chapter 7

ORDER

(Related to Docket #29)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 17, 2005 and recorded in the office of the
3 Mohave County Recorder wherein Everhome Mortgage Company is the current beneficiary and Evan
4 McLennan Smith and Gina Louise Smith have an interest in, further described as:

5 LOT 15, BLOCK 2, COUNTRY CLUB TRACT, UNIT 1, ACCORDING TO THE PLAT
6 RECORDED APRIL 15, 1955 AS FEE NO. 67296, RECORDS OF MOHAVE COUNTY,
ARIZONA.

7 EXCEPT ALL OIL, GAS, COAL AND MINERALS, AS RESERVED IN DEED RECORDED
8 IN BOOK 36 OF DEEDS, PAGE 618, RECORDS OF MOHAVE COUNTY, ARIZONA.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.

16
17 DATED this ____ day of _____, 2010.

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19 _____
20 JUDGE OF THE U.S. BANKRUPTCY COURT
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